

**TROY CITY
FINANCE COMMITTEE AGENDA
REGULAR MEETING
October 22, 2015
6:00 P.M.**

**TROY CITY COUNCIL AGENDA
REGULAR MEETING
November 5, 2015
7:00 P.M.**

Pledge of Allegiance
Roll Call
Good News Agenda
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker. At the completion of the agenda, citizen's comment shall be no longer than five (5) minutes per speaker appropriate to any subject to the conduct of Troy City government.

LOCAL LAW

2. Local Law No. 2 (Intro #2) For 2015 Amending Section 285-49 Of Chapter 285 Of The City Code Entitled Zoning To Provide For The Rezoning Of The Hillside And Beman Park Neighborhoods As Hereinafter Defined From R-3 To R-2 Zoning District Classification (Council President Wiltshire, Council Members Bodnar, Zalewski, Gordon and Doherty)

ORDINANCES

96. Ordinance Authorizing and Directing the Reconveyance of City-Owned Real Property (3370 6th Avenue). (Council President Wiltshire) (At the Request of the Administration)
97. Ordinance Authorizing and Directing the Reconveyance of City-Owned Real Property (100 Ida Street). (Council President Wiltshire) (At the Request of the Administration)
98. Ordinance Authorizing and Directing the Reconveyance of City-Owned Real Property (1201 Hutton Street). (Council President Wiltshire) (At the Request of the Administration)
99. Ordinance Authorizing and Directing the Reconveyance of City-Owned Real Property (36 109th Street). (Council President Wiltshire) (At the Request of the Administration)
100. Ordinance Authorizing and Directing Sales by the Private Sale Method of City-Owned Real Properties. (Council President Wiltshire) (At the Request of the Administration)
101. Ordinance Amending The 2015 General Fund Police Department Budget Line Item (Council President Wiltshire) (At the Request of the Administration)
102. Ordinance Amending The 2015 City Budget To Transfer Funds Within The Water and Sewer Fund Budget Lines (Council President Wiltshire) (At the Request of the Administration)

RESOLUTIONS

69. Resolution Authorizing the Mayor to Enter Into a Mutual Agreement with Energy Improvement Corporation (“EIC”). (Council President Wiltshire) (At the Request of the Administration)
70. Resolution Confirming Susan Farrell’s Appointment To The Troy Industrial Development Authority (Troy Ida) (Council President Wiltshire) (At the Request of the Administration)
71. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Wiltshire) (At the Request of the Administration)
-

TABLED LEGISLATION

LOCAL LAW

ORDINANCES

RESOLUTIONS

21. **TABLED** - Resolution Authorizing the Mayor to Enter into an Agreement for the Removal/Storage and Disposal of Motor Vehicles with City of Troy Towing Contractors for The Purpose of Performing City Directed and Police Assisted Tows as Defined in the Attached Contract. (Council President Wiltshire) (At the Request of the Administration)
{Tabled on March 5, 2015 at the Regular Council Meeting}
60. **TABLED** – Resolution Ratifying the Mayor’s Execution of an Agreement with Monolith Solar. (Council President Wiltshire) (At the Request of the Administration)
{Tabled on August 20, 2015 at the Finance Committee Meeting}

LOCAL LAW #2

LOCAL LAW NO. 2 (INTRO #2) FOR 2015 AMENDING SECTION 285-49 OF CHAPTER 285 OF THE CITY CODE ENTITLED ZONING TO PROVIDE FOR THE REZONING OF THE HILLSIDE AND BEMAN PARK NEIGHBORHOODS AS HEREINAFTER DEFINED FROM R-3 TO R-2 ZONING DISTRICT CLASSIFICATION

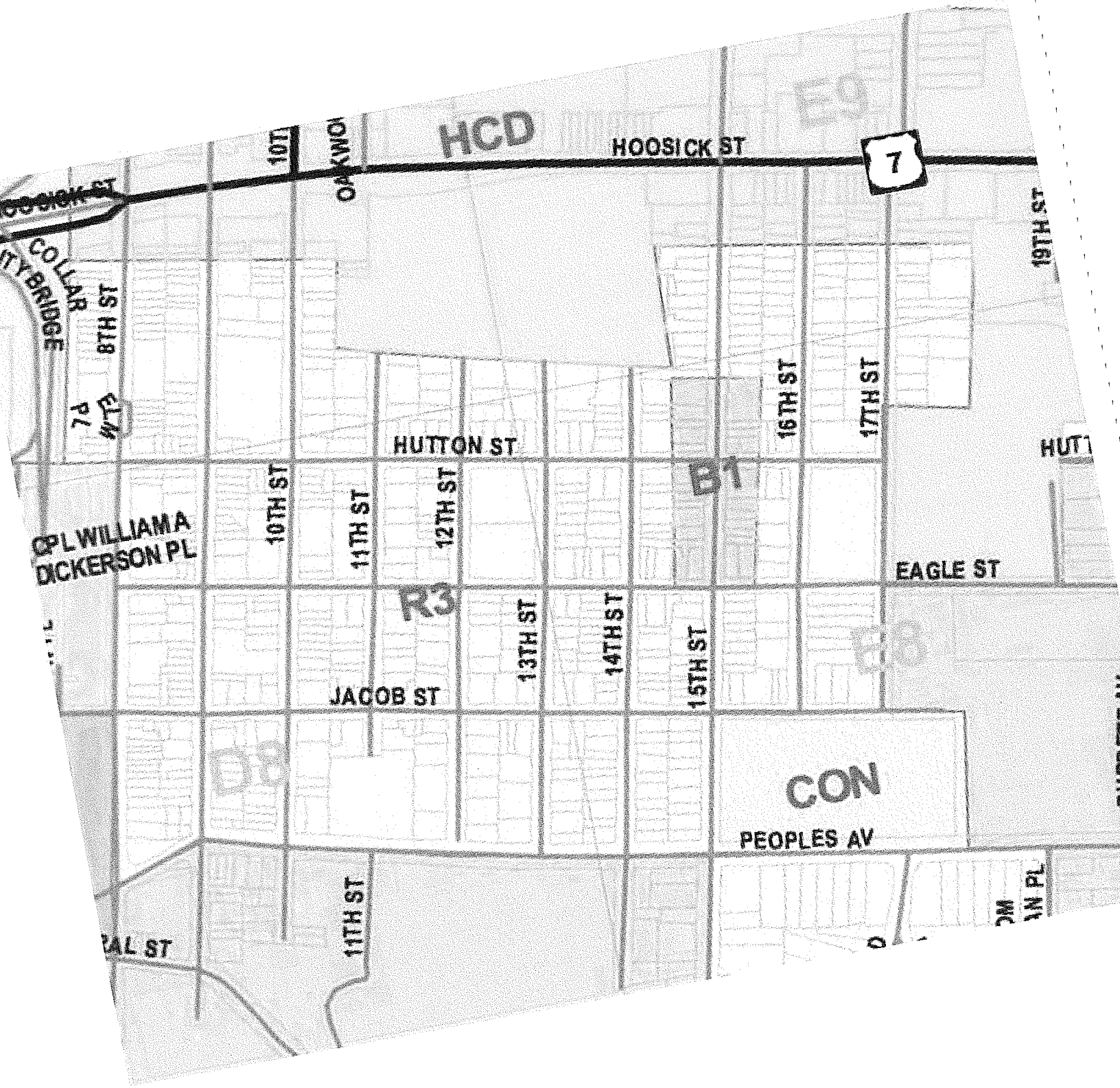
BE IT ENACTED, by the City Council of the City of Troy, as follows:

SECTION 1. The geographical boundaries of the City affected by this local law consist of all that tract, piece and parcel bounded by Hoosick Street, 8th Street, Peoples Avenue, 15th Street, Jacob Street and 17th Street.

SECTION 2. The described area in “1” above shall be rezoned from R-3 to R-2 zoning district classification.

SECTION 3. The City Council shall cause to be delineated on the Zoning Map of the City of Troy, New York, dated October 7, 1988, this local law as an amendment thereto, together with all notations, references and other information on file in the City Clerk’s Office.

SECTION 4. This local law shall take effect upon filing with the Secretary of State.



HCD

HOOSICK ST

7

19TH ST

HOOSICK ST

COLLAR ST

8TH ST

7A

10TH ST

OAKWOOD

HUTTON ST

16TH ST

17TH ST

HUTTON ST

CPL WILLIAM A
DICKERSON PL

10TH ST

11TH ST

12TH ST

B1

EAGLE ST

R3

JACOB ST

13TH ST

14TH ST

15TH ST

E8

CON

PEOPLES AV

REAL ST

11TH ST

CON
AN PL

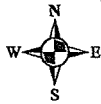
OFFICIAL ZONING MAP City of Troy



Zoning Legend

ZONE	DESCRIPTION
R1	Single-Family Residential
R2	Two-Family Residential
R3	Three-Family Residential
R4	Four-Family Residential
R5	Five-Family Residential
R6	Six-Family Residential
R7	Seven-Family Residential
R8	Eight-Family Residential
R9	Nine-Family Residential
R10	Ten-Family Residential
R11	Eleven-Family Residential
R12	Twelve-Family Residential
R13	Thirteen-Family Residential
R14	Fourteen-Family Residential
R15	Fifteen-Family Residential
R16	Sixteen-Family Residential
R17	Seventeen-Family Residential
R18	Eighteen-Family Residential
R19	Nineteen-Family Residential
R20	Twenty-Family Residential
R21	Twenty-One-Family Residential
R22	Twenty-Two-Family Residential
R23	Twenty-Three-Family Residential
R24	Twenty-Four-Family Residential
R25	Twenty-Five-Family Residential
R26	Twenty-Six-Family Residential
R27	Twenty-Seven-Family Residential
R28	Twenty-Eight-Family Residential
R29	Twenty-Nine-Family Residential
R30	Thirty-Family Residential
R31	Thirty-One-Family Residential
R32	Thirty-Two-Family Residential
R33	Thirty-Three-Family Residential
R34	Thirty-Four-Family Residential
R35	Thirty-Five-Family Residential
R36	Thirty-Six-Family Residential
R37	Thirty-Seven-Family Residential
R38	Thirty-Eight-Family Residential
R39	Thirty-Nine-Family Residential
R40	Forty-Family Residential
R41	Forty-One-Family Residential
R42	Forty-Two-Family Residential
R43	Forty-Three-Family Residential
R44	Forty-Four-Family Residential
R45	Forty-Five-Family Residential
R46	Forty-Six-Family Residential
R47	Forty-Seven-Family Residential
R48	Forty-Eight-Family Residential
R49	Forty-Nine-Family Residential
R50	Fifty-Family Residential
R51	Fifty-One-Family Residential
R52	Fifty-Two-Family Residential
R53	Fifty-Three-Family Residential
R54	Fifty-Four-Family Residential
R55	Fifty-Five-Family Residential
R56	Fifty-Six-Family Residential
R57	Fifty-Seven-Family Residential
R58	Fifty-Eight-Family Residential
R59	Fifty-Nine-Family Residential
R60	Sixty-Family Residential
R61	Sixty-One-Family Residential
R62	Sixty-Two-Family Residential
R63	Sixty-Three-Family Residential
R64	Sixty-Four-Family Residential
R65	Sixty-Five-Family Residential
R66	Sixty-Six-Family Residential
R67	Sixty-Seven-Family Residential
R68	Sixty-Eight-Family Residential
R69	Sixty-Nine-Family Residential
R70	Seventy-Family Residential
R71	Seventy-One-Family Residential
R72	Seventy-Two-Family Residential
R73	Seventy-Three-Family Residential
R74	Seventy-Four-Family Residential
R75	Seventy-Five-Family Residential
R76	Seventy-Six-Family Residential
R77	Seventy-Seven-Family Residential
R78	Seventy-Eight-Family Residential
R79	Seventy-Nine-Family Residential
R80	Eighty-Family Residential
R81	Eighty-One-Family Residential
R82	Eighty-Two-Family Residential
R83	Eighty-Three-Family Residential
R84	Eighty-Four-Family Residential
R85	Eighty-Five-Family Residential
R86	Eighty-Six-Family Residential
R87	Eighty-Seven-Family Residential
R88	Eighty-Eight-Family Residential
R89	Eighty-Nine-Family Residential
R90	Ninety-Family Residential
R91	Ninety-One-Family Residential
R92	Ninety-Two-Family Residential
R93	Ninety-Three-Family Residential
R94	Ninety-Four-Family Residential
R95	Ninety-Five-Family Residential
R96	Ninety-Six-Family Residential
R97	Ninety-Seven-Family Residential
R98	Ninety-Eight-Family Residential
R99	Hundred-Family Residential
R100	Over One Hundred-Family Residential

Zoning Data Information:
Adopted: 10/1/98
Amended: 06/20/01, 06/22/05, 09/20/08



LEGEND

—	Local
—	Vary
—	State Route
—	US Route
—	Index
—	Tax Parcels
—	Hudson River

Base layers provided by Rensselaer County Bureau of Research and Information Services | Maintained and published by City of Troy NY Bureau of Information Services | Date: 02/24/14

**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
CITY-OWNED REAL PROPERTY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-5 of the Troy Code, the Bureau of Surplus Property accepted applications for the reconveyance of city-owned property within one month of the first newspaper advertisement of the sale of said city-owned property, which is located at 3370 6th Avenue and identified as Tax Map SBL No. 90.55-3-1.

Section 2. The Mayor is hereby authorized to sell and reconvey the hereinafter described real property to the following named purchaser for the sum below indicated which is hereby determined to be a fair price for the same without the competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said applicant a quitclaim deed conveying said premises thereafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sale are as follows:

PURCHASER – SIXTH AVENUE BAPTIST CHURCH

PURCHASE PRICE - \$28,529.68 for Parcel No. 90.55-3-1.

TERMS AND CONDITIONS: Purchaser submitted a check to City of Troy on October 7, 2015 for the full amount of purchase price and paid all filing and recording fees related to the filing and recording of the deed with the Rensselaer County Clerk.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, October 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

Support ORD. 91



ASSESSOR'S OFFICE

Phone (518) 279-7165

VERIFICATION FORM OF PAID RECONVEYANCE REQUEST

Date: 10/7/2015 Council Approval Date: Ordinance # Series #BB0059

Property Location: 3370 Sixth Ave.

SBL#: 90.55-3-1

Ward & Plate #: 13082300

Perspective Owner(s): Sixth Avenue Baptist Church

Tel#:

C/o Dave Lewis

Mailing Address: 36 109th St.

Troy, NY 12182

\$ 27,088.42	Back Taxes
\$ 321.26	Delinquent Water
\$ 35.00	Advertising Fee
\$ 150.00	Legal Fee
\$ 235.00	Reconveyance Fee
\$ 300.00	Assessor Fee
\$ 400.00	Closing Fee
\$ 28,529.68	<u>TOTAL PAID: CHECK PAYABLE TO THE CITY OF TROY</u>

Recording Fees:

\$ 298.00 **Held in the Assessor's Office**

This is to affirm that: Sixth Avenue Baptist Church
the person(s) notated above, have paid all monies due** at this time, enabling them to
schedule the closing of their perspective property. (copies of documentation attached)

Signed: *Adrienne LeDuc-Waugh*

Title: Assessment Clerk

Scheduled Closing:

Date: _____

Time: _____

**If scheduled Closing takes place later than proposed time limit, it may be necessary to collect more pro-rated taxes, consult Assessors' Office.

BB0059
Property Address
Account # 1308230
Tax Map # 90.55-3-1

Sixth Ave Baptist Church
3370 6th Ave
Troy, NY 12180

Payment Due

Delinquent Taxes (City /County/Library) Principal		
Delinquent School Taxes _Principal	\$ 16,834.65	
Relevies		
_2012 Civil Penalties	\$ 477.00	
_2013 Water/Sewer	\$ 181.02	
Sub Total		\$ 17,492.67
Delinquent Taxes (City /County) Interest	\$ -	
Delinquent Taxes (School) Interest	\$ 9,595.75	
Sub Total		\$ 9,595.75
Adv Fee	\$ 10.00	
Delinquent Water (with interest) (For Treasurers Office)	\$ 321.26	
Sub Total		\$ 331.26
Total		\$ 27,419.68
Reconveyance Fee	\$ 235.00	
Advertising Fee	\$ 25.00	
Assessors Fee	\$ 300.00	
Legal Fees	\$ 150.00	
Closing Fees	\$ 400.00	
Sub Total		\$ 1,110.00
Rensselaer County Filing Fees		
Transfer Gains (\$4.00 per \$1000.00)	\$ 108.00	
Filing Fee	\$ 45.00	
\$5.00 per page of deed to be filed (X3)	\$ 15.00	
TP584	\$ 5.00	
RP5217 \$125.00 or \$250.00	\$ 125.00	
(100-299 or 411C are \$125.00 all other classes are \$250.00)		
Sub Total (For Rens. Cnty Clerks Office)		\$ 298.00
TOTAL DUE BY 10/7/15		\$ 28,827.68

CHECK 1 (Made out to Assessors)	\$ 28,208.42
CHECK 2 (Made out to Treasurers)	\$ 321.26
CHECK 3 (Made out to Rensselaer Cnty Clerk)	\$ 298.00

MUST BE CERTIFIED FUNDS

Prepared by 

Date:

10/7/15

Reviewed By  City Comptroller/Deputy Comptroller

File View Toolbar Help



381700 Troy **Active** **R/S: 8** **School: Enlarged Troy I**
City of Troy, BB0059 **Roll Year: 2016 Next Yr** **Religious** **Land AV: 8,500**
3370 Sixth Ave **Land Size: 0.16 acres** **Total AV: 350,000**

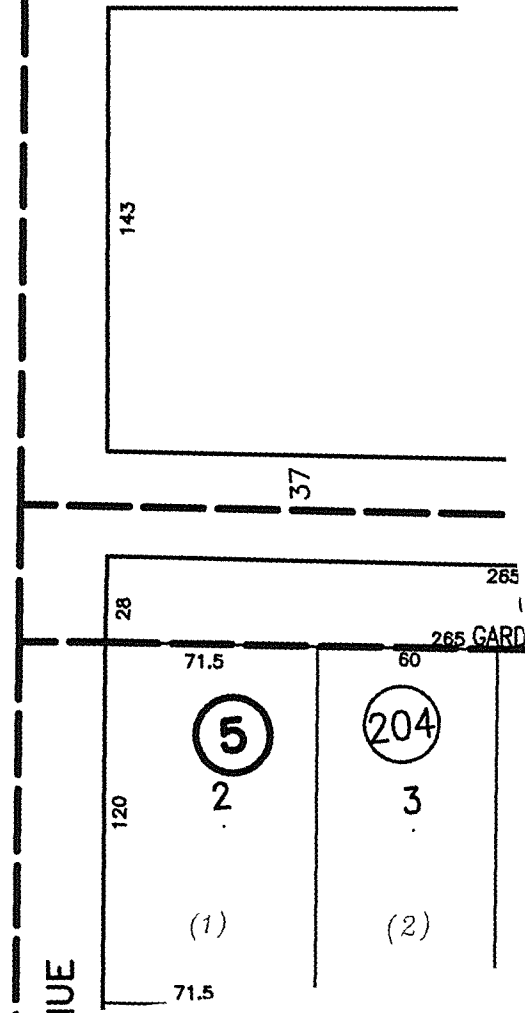
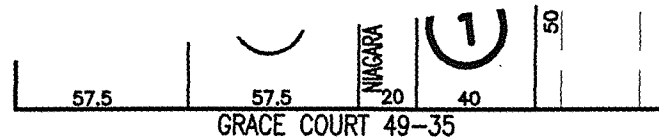
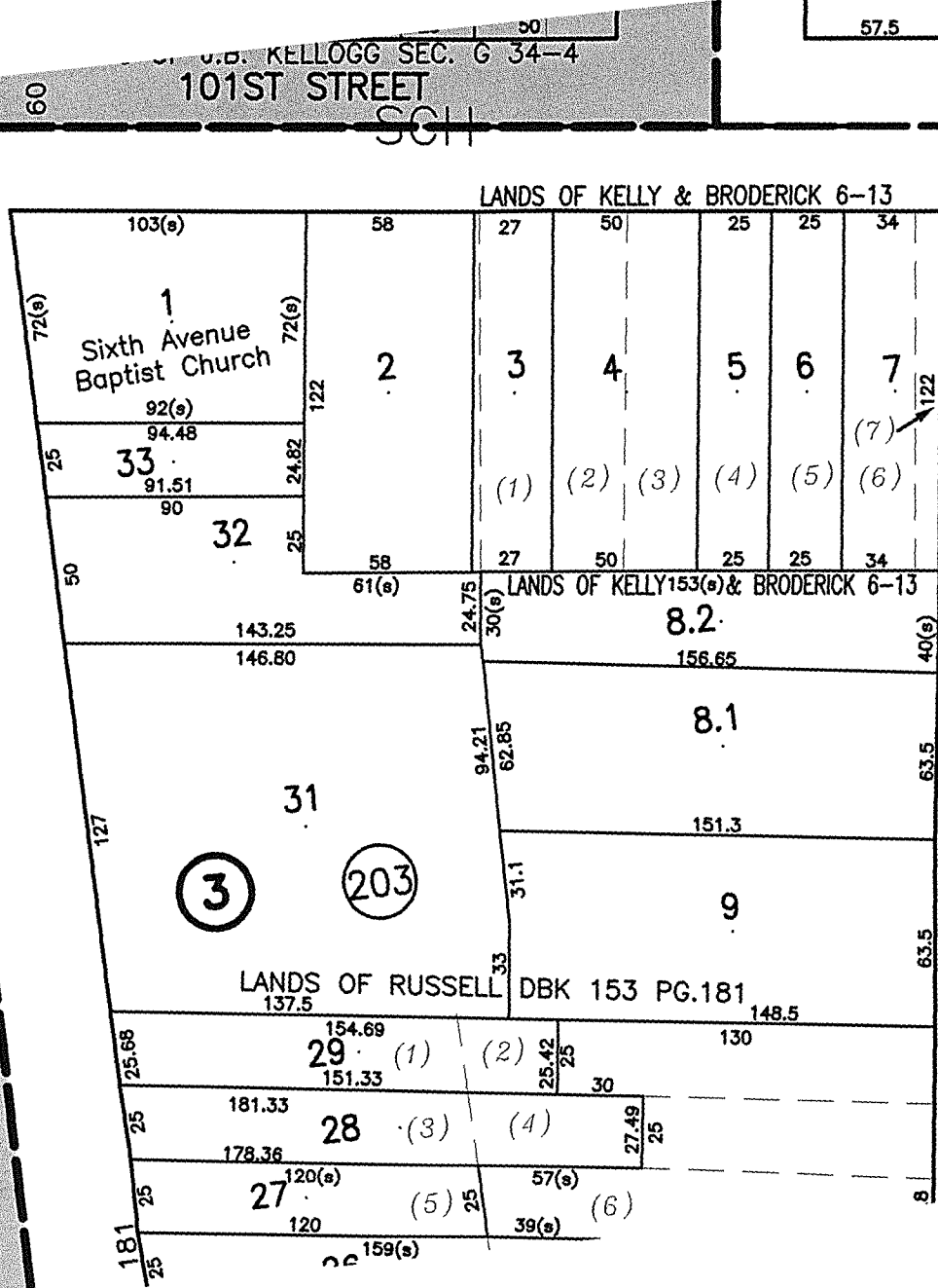
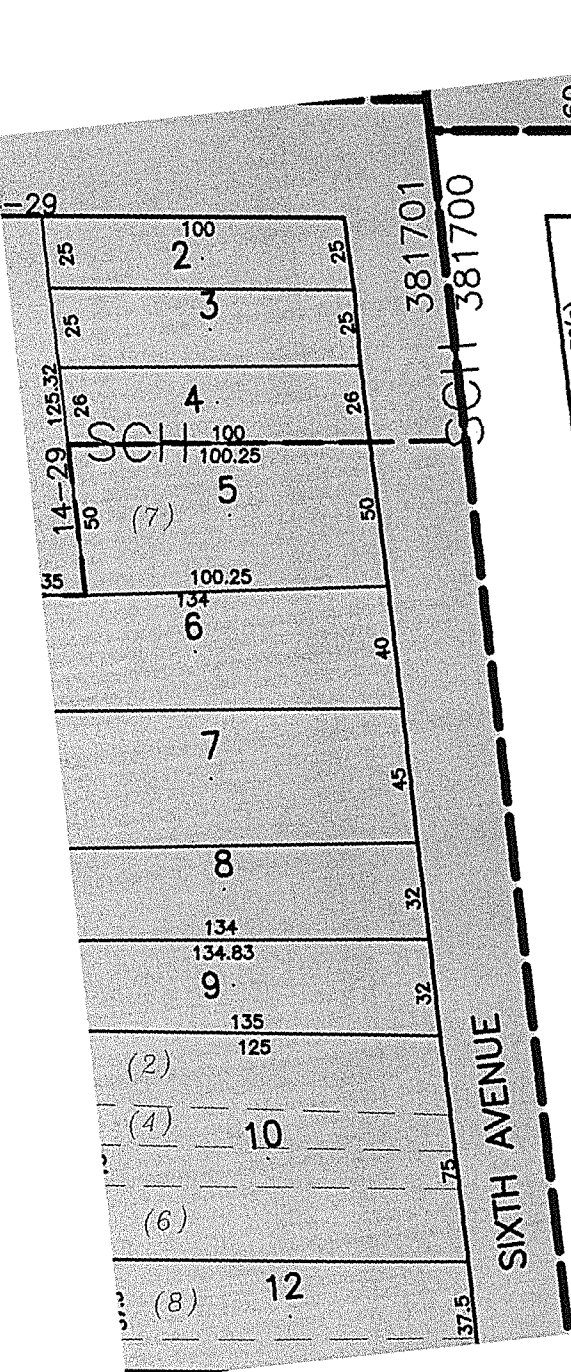
Owner Total: 1 Name: City of Troy, BB0059 Addl Addr: Street: 433 River St Ste 5001 PO Box: City: Troy, NY Zip: 12180-		Site Total: 1 Prpcls: Nbhd Cd: Sewer: Water: Utilities: Religious 17004 Comm/pul Comm/pul Gas & ele
Taxable Value County: 0 Muni: 0 School: 0 Village: 0 Schl after Star: 0	Miscellaneous Book: 7586 Page: 66 Mortg: Bank: Acct No: 1308230	Land Total: 1 Type: FF: Depth: Acres: Sqft: Primary 72.00 103.00 0.16 0
Sale Total: 1 Book Page Sale Date Sale Price Owner 7586 66 09/03/15 1 City of Troy		Building: 1 Section: 1 Total: 1 Boeck Model: Church, 1sty Ela Stories: 1 Eff Yr Built: 1980 Wall A%: 100 Gross Floor: 5004 Wall B%: 0 Bldg Perim: 318 Wall C%: 0
Exemption Total: 1 Code Amount Term Own 21600 CHURCH/PAR 350,000 0 0		Improvement Total: 0 Type Name Dim1 Dim2 SQFT Yr Built
Special District Total: 1 Code Units Pct Type Value / PL017 Troy Public Li .00 .00 .00		



SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1308230. 3370 Sixth Ave. Frontage and depth: 72 x 103 being a portion of the same premises described in Book 7586 of Deeds at Page 66 in the Rensselaer County Clerk's Office and being the same premises in the 2015 City of Troy Assessment Rolls as Tax Map Number 90.55-3-1 In Rem Serial No. BB0059 (Sixth Avenue Baptist Church)



**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
CITY-OWNED REAL PROPERTY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-5 of the Troy Code, the Bureau of Surplus Property accepted applications for the reconveyance of city-owned property within one month of the first newspaper advertisement of the sale of said city-owned property, which is located at 100 Ida Street and identified as Tax Map SBL No. 112.21-9-3.

Section 2. The Mayor is hereby authorized to sell and reconvey the hereinafter described real property to the following named purchaser for the sum below indicated which is hereby determined to be a fair price for the same without the competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said applicant a quitclaim deed conveying said premises thereafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sale are as follows:

PURCHASER – CATHERINE NICHOLS

PURCHASE PRICE - \$11,194.85 for Parcel No. 112.21-9-3.

TERMS AND CONDITIONS: Purchaser submitted a check to City of Troy on October 6, 2015 for the full amount of purchase price and paid all filing and recording fees related to the filing and recording of the deed with the Rensselaer County Clerk.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, October 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

Support ORD: 95



Assessor's Office

Phone (518) 279-7165

VERIFICATION FORM OF PAID RECONVEYANCE REQUEST

Date: 10/7/2015 Council Approval Date: Ordinance # Series #BB0042

Property Location: 100 Ida St.
SBL#: 112.21-9-3
Ward & Plate #: 1101970

Perspective Owner(s): Catherine Nichols (deceased)
James Nichols Tel#: 892-7051
Mailing Address: 100 Ida St.
Troy, NY 12180

\$ 10,034.85	Back Taxes
\$ 0.00	Delinquent Water
\$ 75.00	Advertising Fee
\$ 150.00	Legal Fee
\$ 235.00	Reconveyance Fee
\$ 300.00	Assessor Fee
\$ 400.00	Closing Fee
\$ 11,194.85	<u>TOTAL PAID: CHECK PAYABLE TO THE CITY OF TROY</u>

Recording Fees:

\$ 230.00 **Held in the Assessor's Office**

This is to affirm that: Catherine Nichols (deceased) James Nichols
the person(s) notated above, have paid all monies due** at this time, enabling them to
schedule the closing of their perspective property. (copies of documentation attached)

Signed: *Adrienne LeDuc-Waugh*

Title: Assessment Clerk

Scheduled Closing:

Date: _____

Time: _____

**If scheduled Closing takes place later than proposed time limit, it may be necessary to collect
more pro-rated taxes, consult Assessors' Office.

BB0042
Property Address
Account # 1101970
Tax Map # 112.21-9-3

Catherine Nichols
100 Ida St
Troy, NY 12180

Payment Due

Delinquent Taxes (City /County/Library) Principal	\$ 4,198.01	
Delinquent School Taxes _Principal	\$ 2,869.33	
Recycling		
Sub Total		\$ 7,067.34
Delinquent Taxes (City /County) Interest	\$ 1,990.32	
Delinquent Taxes (School) Interest	\$ 977.19	
Interest on Delq Recycling		
Sub Total		\$ 2,967.51
Adv Fee	\$ 50.00	
Delinquent Water (with interest) (For Treasurers Office)		
Sub Total		\$ 50.00
Total		\$ 10,084.85
Reconveyance Fee	\$ 235.00	
Advertising Fee	\$ 25.00	
Assessors Fee	\$ 300.00	
Legal Fees	\$ 150.00	
Closing Fees	\$ 400.00	
Sub Total		\$ 1,110.00
Rensselaer County Filing Fees		
Transfer Gains (\$4.00 per \$1000.00)	\$ 40.00	
Filing Fee	\$ 45.00	
\$5.00 per page of deed to be filed (X3)	\$ 15.00	
TP584	\$ 5.00	
RP5217 \$125.00 or \$250.00	\$ 125.00	
(100-299 or 411C are \$125.00 all other classes are \$250.00)		
Sub Total (For Rens. Cnty Clerks Office)		\$ 230.00
TOTAL DUE BY 10/7/15		\$ 11,424.85

CHECK 1 (Made out to Assessors)	\$ 11,194.85
CHECK 2 (Made out to Treasurers)	\$ -
CHECK 3 (Made out to Rensselaer Cnty Clerk)	\$ 230.00

MUST BE CERTIFIED FUNDS

Prepared by

Vickie Rosen

Date:

10/6/15

Reviewed By: City Comptroller/Deputy Comptroller

Property Address

100 FIDA ST

Status of Applicant to Owner who was foreclosed on:

former owner

Lienor, (If lienor, type of lien):

CATHERINE NICHOLS

JAMES NICHOLS

Within one (1) month after the beginning of the application period, the applicant shall submit a duly written certificate or certified search of the County Clerk or Clerk of any Surrogate's or other Court of Record, or by the duly written certificate, certified search of title report of any title insurance, abstract or searching company or attorney attesting that the applicant for such conveyance was on the date of the filing of the list (09/03/2015) of delinquent taxes such owner, lienor or encumbrancer of record and listing any liens or encumbrances of record as of that date. In the event that the estate, lien or interest of the applicant shall have been derived by reason of the death of the owner, lienor or encumbrancer of record of or against such lands, real estate and real property on the date of the filing of the list of delinquent taxes, and such derived estate, lien or interest of the applicant shall not appear of record, proof of such facts as shall be sufficient to attest to the derivation of such estate, lien or interest shall be made by affidavit of the applicant or other persons having information with relation thereto.

I, James Nichols, hereby state that I am the former owner

(lienor) of 100 FIDA ST and that I have not

accepted or agreed to accept any consideration or other assistance for making this application in return for a promise or agreement to convey, transfer or assign my right, title and interest in the lands to be conveyed.

DATED:

STATE OF NEW YORK
COUNTY OF RENSSELAER
CITY OF TROY

James Nichols

being duly sworn, deposes and says that

he is the applicant herein and he has read the foregoing application and knows the content thereof, that the same is true to the knowledge of the deponent.

James Nichols
Applicant's Signature

Sworn to Before Me this

6th day of October 2015

Denee C Zeigler
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

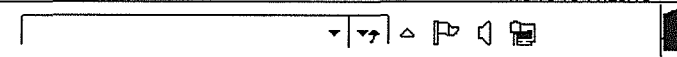
DENEE C ZEIGLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZE6299354
Qualified in Rensselaer County
My Commission Expires March 24, 2018

File View Toolbar Help



381700 Troy **Active** **R/S:1** **School: Enlarged Troy I**
City of Troy,BB0042 **Roll Year: 2016 Next Yr** **2 Family Res** **Land AV: 6,300**
100 Ida St **Land Size:0.04 acres** **Total AV: 63,000**

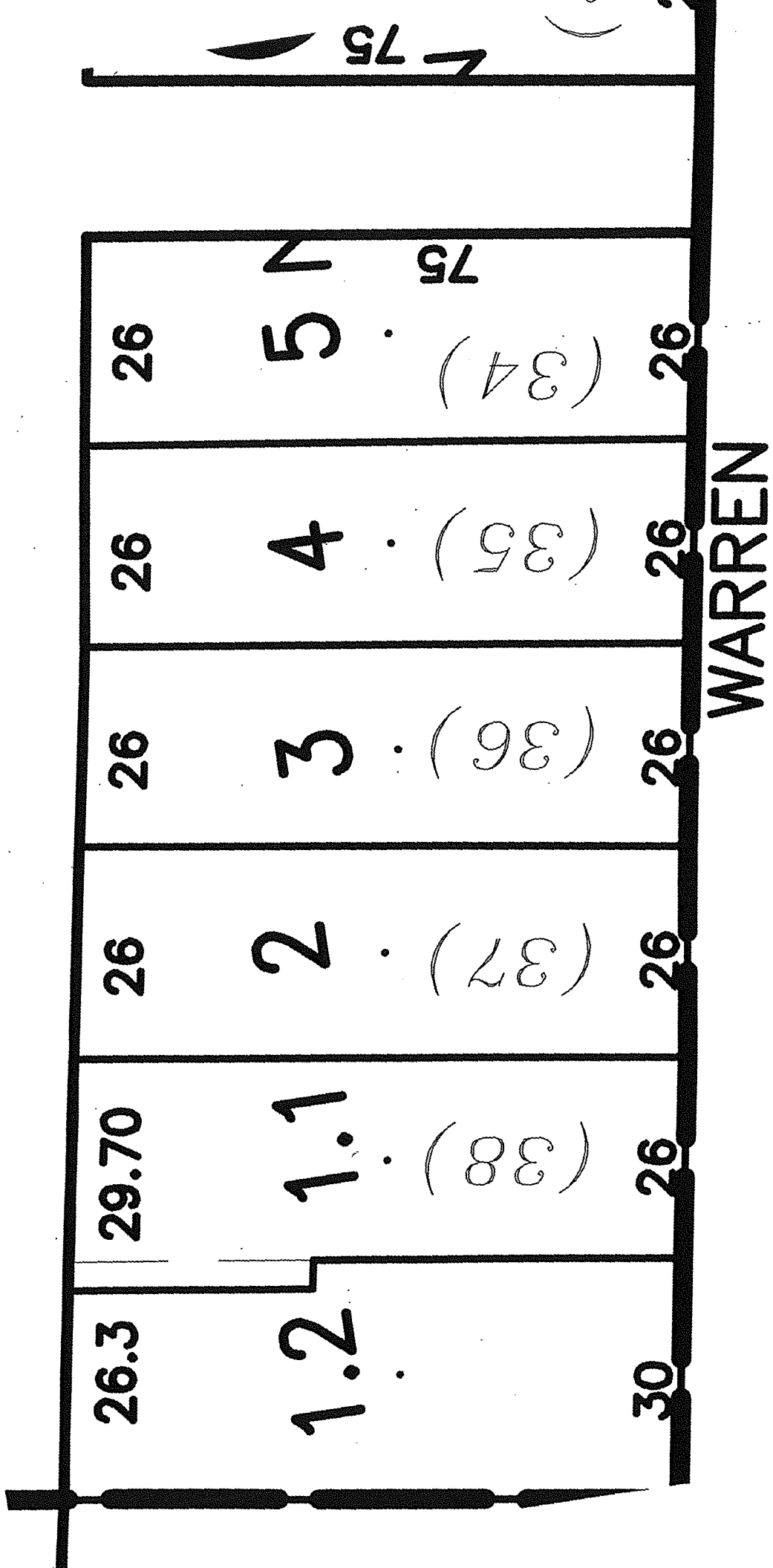
Owner Total: 1 Name: City of Troy,BB0042 Addl Addr: Street: 433 River St Ste 5001 PO Box: City: Troy, NY Zip: 12180-		Site Total: 1 Prpcls: Nbhd Cd: Sewer: Water: Utilities: 2 Family R: 17500 Comm/pul Comm/puGas & ele	
Taxable Value County: 63,000 Muni: 63,000 School: 63,000 Schl after Star: 63,000		Miscellaneous Book: 7586 Page: 66 Mortg: Bank: Acct No: 1101970	
Sale Total: 1 Book Page Sale Date Sale Price Owner 7586 66 09/03/15 1 City of Troy		Building Total: 1 Bldstyle:08 Old style Ext Walk: 03 Sfla: 1856 Yr Built: 1890 Baths: 2 1/2 Baths: 0 Eff Yrblt: 0 Beds: 4 Cond: Normal	
Exemption Total: 0 Code Amount Term Own Pct		Improvement Total: 3 Type Name Dim1 Dim2 SQFT Yr Built LP6 Patio-asphl 20.00 20.00 400.00 1890 RP4 Porch-encl: 11.00 12.00 132.00 1890 RP8 Porch-up e 11.00 12.00 132.00 1890	
Special District Total: 2 Code Units Pct Type Move Tax PL017 Troy Public Li .00 .00 .00 RECY1 Recycling 2.00 .00 .00			



SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1101970. 100 Ida St. Frontage and depth: 26 x 75 being a portion of the same premises described in Book 7586 of Deeds at Page 66 in the Rensselaer County Clerk's Office and being the same premises in the 2015 City of Troy Assessment Rolls as Tax Map Number 112.21-9-3 In Rem Serial No. BB0042 (Catherine Nichols)



**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
CITY-OWNED REAL PROPERTY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-5 of the Troy Code, the Bureau of Surplus Property accepted applications for the reconveyance of city-owned property within one month of the first newspaper advertisement of the sale of said city-owned property, which is located at 1201 Hutton Street and identified as Tax Map SBL No. 101.39-2-1.

Section 2. The Mayor is hereby authorized to sell and reconvey the hereinafter described real property to the following named purchaser for the sum below indicated which is hereby determined to be a fair price for the same without the competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said applicant a quitclaim deed conveying said premises thereafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sale are as follows:

PURCHASER – DENA SATHER & TRACY OATHOUT

PURCHASE PRICE - \$15,544.04 for Parcel No. 101.39-2-1.

TERMS AND CONDITIONS: Purchaser submitted a check to City of Troy on October 6, 2015 for the full amount of purchase price and paid all filing and recording fees related to the filing and recording of the deed with the Rensselaer County Clerk.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, October 8, 2015

Ian H. Silverman, Esq., Corporation Counsel

Support ord #98



Assessor's Office

Phone (518) 279-7165

VERIFICATION FORM OF PAID RECONVEYANCE REQUEST

Date: 10/7/2015 Council Approval Date: Ordinance # Series #BB0025

Property Location: 1201 Hutton St.
SBL#: 101.39-2-1
Ward & Plate #: 0702880

Perspective Owner(s): Dena Sather & Tracy Oathout Tel#: 590-9744
Mailing Address: 1201 Hutton St.
Troy, NY 12180

\$ 14,404.04	Back Taxes
\$ 0.00	Delinquent Water
\$ 55.00	Advertising Fee
\$ 150.00	Legal Fee
\$ 235.00	Reconveyance Fee
\$ 300.00	Assessor Fee
\$ 400.00	Closing Fee
<u>\$ 15,544.04</u>	<u>TOTAL PAID: CHECK PAYABLE TO THE CITY OF TROY</u>

Recording Fees:

\$ 250.00 **Held in the Assessor's Office**

This is to affirm that: Dena Sather & Tracy Oathout
the person(s) notated above, have paid all monies due** at this time, enabling them to
schedule the closing of their perspective property. (copies of documentation attached)

Signed: *Adrienne LeDuc-Waugh*

Title: Assessment Clerk

Scheduled Closing:

Date: _____

Time: _____

**If scheduled Closing takes place later than proposed time limit, it may be necessary to collect
more pro-rated taxes, consult Assessors' Office.

Property Address

1201 Hutton St. Troy NY 12180

Status of Applicant to Owner who was foreclosed on:

Lienor, (If lienor, type of lien):

Within one (1) month after the beginning of the application period, the applicant shall submit a duly written certificate or certified search of the County Clerk or Clerk of any Surrogate's or other Court of Record, or by the duly written certificate, certified search of title report of any title insurance, abstract or searching company or attorney attesting that the applicant for such conveyance was on the date of the filing of the list (09/03/2015) of delinquent taxes such owner, lienor or encumbrancer of record and listing any liens or encumbrances of record as of that date. In the event that the estate, lien or interest of the applicant shall have been derived by reason of the death of the owner, lienor or encumbrancer of record of or against such lands, real estate and real property on the date of the filing of the list of delinquent taxes, and such derived estate, lien or interest of the applicant shall not appear of record, proof of such facts as shall be sufficient to attest to the derivation of such estate, lien or interest shall be made by affidavit of the applicant or other persons having information with relation thereto.

I, Tracy Eireland / Dena Sather, hereby state that I am the former owner

(lienor) of _____ and that I have not accepted or agreed to accept any consideration or other assistance for making this application in return for a promise or agreement to convey, transfer or assign my right, title and interest in the lands to be conveyed.

DATED:

STATE OF NEW YORK
COUNTY OF RENSSELAER)
CITY OF TROY)

Tracy Eireland / Dena Sather being duly sworn, deposes and says that he is the applicant herein and he has read the foregoing application and knows the content thereof, that the same is true to the knowledge of the deponent.

Tracy Eireland / Dena Sather
Applicant's Signature

Sworn to Before Me this 7th
day of October 2015

[Signature]
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

LATOYA D. LOGAN
Notary Public, State of New York
Qualified in Schenectady County
Reg. No. #01106236154
Commission Expires February 22, 2019

BB0025
Property Address
Account # 0702880
Tax Map # 101.39-2-1

Dena Sather & Tracy Oathout
1201 Hutton St
Troy, NY 12180

Payment Due

Delinquent Taxes (City /County/Library) Principal	\$ 3,889.13	
Delinquent School Taxes _Principal	\$ 6,401.15	
Recycling	\$ 58.00	
Sub Total		\$ 10,348.28
Delinquent Taxes (City /County) Interest	\$ 761.14	
Delinquent Taxes (School) Interest	\$ 3,274.32	
Interest on Delq Recycling	\$ 20.30	
Sub Total		\$ 4,055.76
Adv Fee	\$ 30.00	
Delinquent Water (with interest) (For Treasurers Office)	\$ 557.67	
Sub Total		\$ 587.67
Total		\$ 14,991.71
Reconveyance Fee	\$ 235.00	
Advertising Fee	\$ 25.00	
Assessors Fee	\$ 300.00	
Legal Fees	\$ 150.00	
Closing Fees	\$ 400.00	
Sub Total		\$ 1,110.00

Rensselaer County Filing Fees

Transfer Gains (\$4.00 per \$1000.00)	\$ 60.00	
Filing Fee	\$ 45.00	
\$5.00 per page of deed to be filed (X3)	\$ 15.00	
TP584	\$ 5.00	
RP5217 \$125.00 or \$250.00	\$ 125.00	
(100-299 or 411C are \$125.00 all other classes are \$250.00)		
Sub Total (For Rens. Cnty Clerks Office)		\$ 250.00
TOTAL DUE BY 10/7/15		\$ 16,351.71

CHECK 1 (Made out to Assessors)	\$ 15,544.04
CHECK 2 (Made out to Treasurers)	\$ 557.67
CHECK 3 (Made out to Rensselaer Cnty Clerk)	\$ 250.00

MUST BE CERTIFIED FUNDS

Prepared by Nichie Rosen

Date: 10/5/15

Reviewed By: City Comptroller/Deputy Comptroller



101.39-2-1
City of Troy, BB0025
1201 Hutton St

381700 Troy
Roll Year: 2016 Next Yr
Land Size: 0.09 acres

Active
2 Family Res

R/S:1 School: Enlarged Troy I
Land AV: 9,600
Total AV: 119,000



- Parcel 101.39-2-1
 - Notes
 - History
 - Assessment
 - Spec Dist(s)
 - Description
 - Owner(s)
 - Images
 - Gis
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
 - Notes
 - Sale09/03/15
 - Sale08/11/06
 - Sale03/08/06
 - Sale11/03/00

Prop Class: Desc 1: 2.5 Sty Fr Hse
 Ownership Code: Desc 2: 450c-4/80 W1/2 81
 Roll Section: 1 Taxable Desc 3:
 Roll Subsection: Desc Print
 School Code: 381700 Enlarged Troy C Code: P = Print on Roll & Bill
 Cons. School: Land Com Code:
 Easement Code: Land Com Year:
 Allocation Factor: .0000 Ag District: Ag Dist No:
 Appraisal No: Arrears: SSI Recipient:
 Date Last Phy Insp: 07/08/2011

Run RPS440 Edits: ☒ Major Type: A

Total 10 Roll Years:

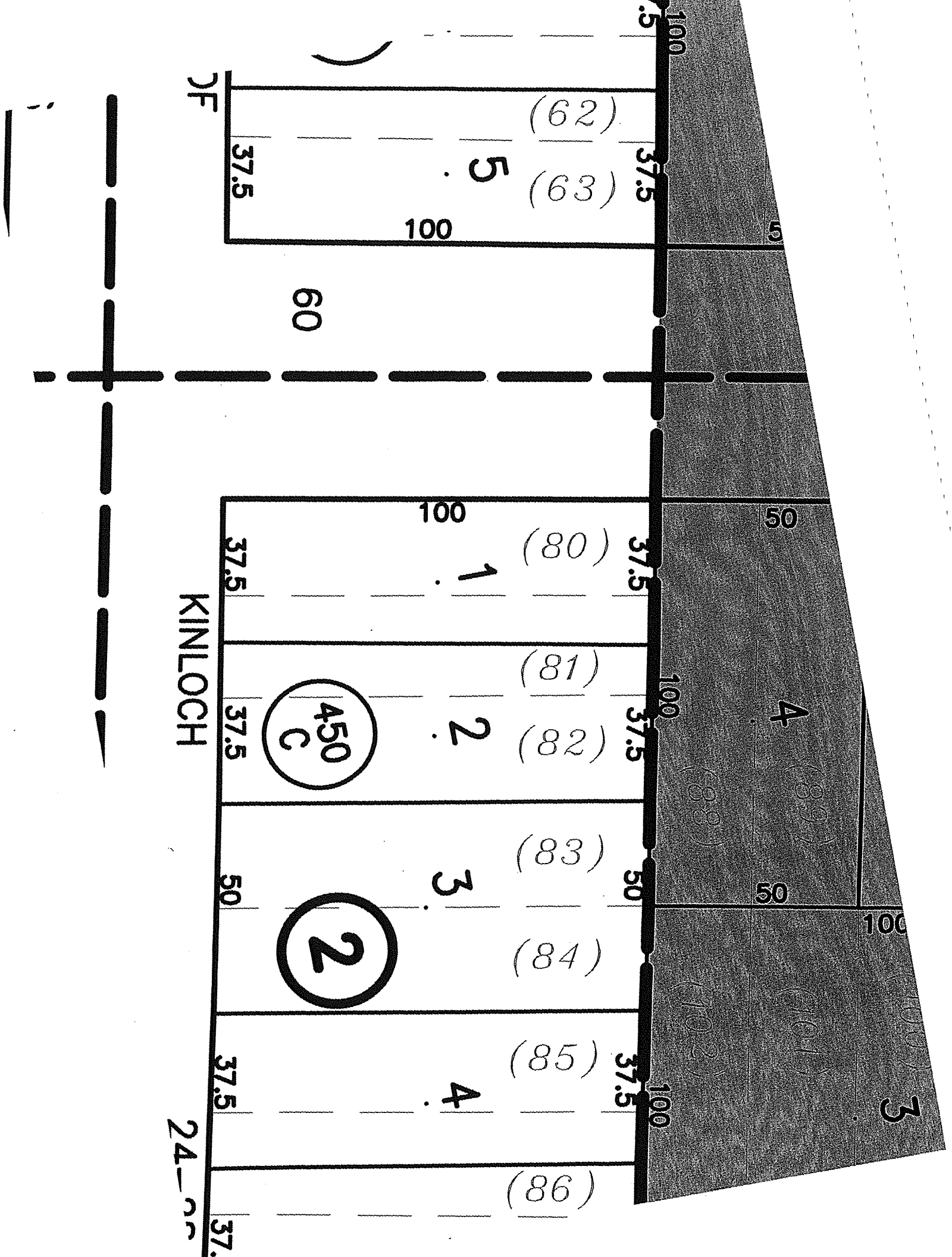
Roll Yr	Prop Class	Roll Section	Owner Code
2015	2 Family Res	Taxable	



SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 0702880. 1201 Hutton St. Frontage and depth: 37.50 x 100.00 being the same premises described in Book 3667 of Deeds at Page 239 in the Rensselaer County Clerk's Office and being the same premises in the 2006 City of Troy Assessment Rolls as Tax Map Number 101.39-2-1 In Rem Serial No. BB0025 (Dena Sather and Tracy Oathout)



**ORDINANCE AUTHORIZING AND DIRECTING THE RECONVEYANCE OF
CITY-OWNED REAL PROPERTY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-5 of the Troy Code, the Bureau of Surplus Property accepted applications for the reconveyance of city-owned property within one month of the first newspaper advertisement of the sale of said city-owned property, which is located at 36 109th Street and identified as Tax Map SBL No. 80.79-7-3

Section 2. The Mayor is hereby authorized to sell and reconvey the hereinafter described real property to the following named purchaser for the sum below indicated which is hereby determined to be a fair price for the same without the competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said applicant a quitclaim deed conveying said premises thereafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sale are as follows:

PURCHASER – SIXTH AVENUE BAPTIST CHURCH

PURCHASE PRICE - \$0.00 for Parcel No. 80.79-7-3

TERMS AND CONDITIONS: Purchaser submitted a check to City of Troy on October 7, 2015 for the full amount of purchase price and paid all filing and recording fees related to the filing and recording of the deed with the Rensselaer County Clerk.

Section 5. This Ordinance shall take effect immediately.

Approved as to form, October 15, 2015

Ian H. Silverman, Esq., Corporation Counsel

ORDINANCE AUTHORIZING AND DIRECTING SALES BY
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sales are as follows:

PROPERTY	PURCHASER	PURCHASE PRICE
60 Northern Drive	Kristin Sweeter	\$17,000.00
678 Second Ave.	Lamar Advertising	\$100.00
37 115th St.	Dustin Mooney	\$1,500.00
535 Fifth Ave.	Harry Tutunjian	\$6,100.00
496 Third Ave.	Ahmed Fahim Khater	\$6,000.00
205 Fifth Ave.	Christine Lozo & Christopher Denuzio	\$5,000.00
3319 Sixth Ave.	Troy Community Land Bank	\$250.00
3320 Sixth Ave.	Troy Community Land Bank	\$250.00
3322 Sixth Ave.	Troy Community Land Bank	\$250.00

3324 Sixth Ave.	Kamran Realty LLC	\$3,000.00
3040 Sixth Ave.	PRIAM LLC	\$1,000.00
60 Middleburgh St.	Kenneth Youngs, Sr.	\$200.00
442 & 444 8th Street	Linden Layne	\$500.00
349 Eighth St.	Wisdom Works LLC/Bejian Century Supply	\$100.00
347 Eighth St.	Wisdom Works LLC/George Bejian	\$100.00
7 CPL William Dickerson Pl.	Linden Layne	\$500.00
365 First St.	Keith Kussler	\$5,000.00
104-106 Jackson St.	Naquana Wilson	\$7,500.00
Willow St.	576-580 4th St.	\$100.00
453 Madison St.	Laura Rabinow	\$5,000.00
28 Lincoln Ave.	Brad Lewis	\$1,500.00
Walker Ave. (North Of)	Spring Youth Baseball	\$100.00
33 Heyden Rd.	Phyllis Allen	\$20,000.00
48 Donegal Ave.	David Linen	\$28,500.00

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

Section 5. This Ordinance shall take effect immediately.

Approved as to form,

Ian H. Silverman, Esq., Corporation Counsel

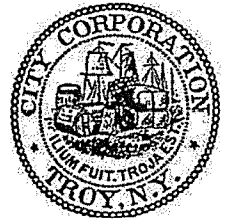
October 15, 2015



Ian Silverman
Corporation Counsel



Office of the Corporation Counsel
Phone (518) 279-7136
Fax (518) 270-4609



Inter-Office Memorandum

To: Louis A. Rosamilia, Mayor
From: Ian H. Silverman, Esq., Corporation Counsel
Subject: 2015 In-Rem Properties
Date: October 15, 2015

The Review Committee for the 2015 In-Rem Properties met today to discuss and review all proposals submitted.

After careful consideration, the following properties have been granted to the following:

TAX MAP	LOCATION	BIDDERS NAME	PURCHASE PRICE
70.82-3-16	60 Northern Drive	Kristin Sweeter	\$17,000.00
80.40-11-12.2	678 Second Ave.	Lamar Advertising	\$100.00
80.56-6-12	37 115 th St.	Dustin Mooney	\$1,500.00
80.56-10-11	535 Fifth Ave.	Harry Tutunjian	\$6,100.00
80.63-8-12	496 Third Ave.	Ahmed Fahim Khater	\$6,000.00
90.31-9-2	205 Fifth Ave.	Christine Lozo & Christopher Denuzio	\$5,000.00
90.54-2-16	3319 Sixth Ave.	Troy Community Land Bank	\$250.00
90.55-3-20	3320 Sixth Ave.	Troy Community Land Bank	\$250.00
90.55-3-21	3322 Sixth Ave.	Troy Community Land Bank	\$250.00
90.55-3-22	3324 Sixth Ave.	Kamran Realty LLC	\$3,000.00
90.70-4-6	3040 Sixth Ave.	PRIAM LLC	\$1,000.00
90.71-8-15	60 Middleburgh St.	Kenneth Youngs, Sr.	\$200.00
90.79-4-44 & 90.79-4-45	442 & 444 8 th Street	Linden Layne	\$500.00
101.22-14-14	349 Eighth St.	Wisdom Works LLC/Bejian Century Supply	\$100.00
101.30-5-1	347 Eighth St.	Wisdom Works LLC/George Bejian	\$100.00
101.38-4-7	7 CPL William Dickerson Pl.	Linden Layne	\$500.00
111.36-6-5	365 First St.	Keith Kussler	\$5,000.00
111.36-7-22	104-106 Jackson St.	Naquana Wilson	\$7,500.00
111.52-5-24.2	Willow St.	576-580 4 th St.	\$100.00
112.21-17-4	453 Madison St.	Laura Rabinow	\$5,000.00
112.37-4-15	28 Lincoln Ave.	Brad Lewis	\$1,500.00
112.41-1-2.2	Walker Ave. (North Of)	Spring Youth Baseball	\$100.00
112.57-2-30	33 Heyden Rd.	Phyllis Allen	\$20,000.00
112.63-3-13	48 Donegal Ave.	David Linen	\$28,500.00

ORDINANCE AMENDING THE 2015 GENERAL FUND POLICE DEPARTMENT
BUDGET LINE ITEM

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The City of Troy 2015 GENERAL FUND Police Department budget is herein amended and set forth in Schedule A entitled:

“Public Safety Police 2015 Budget Amendment”

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, October 15, 2015

Ian H. Silverman, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2015 General Fund Police Department Budget Appropriations.

Summary of Provisions: This legislation will allow for the acceptance of funds received from various insurance companies with regards to damages to various police vehicles.

Present Law: N/A

Purpose: This request is for action by the City Council to use \$ 28,000 in additional funding for the purpose of increasing the Police Department vehicle repair account.

Fiscal Impact: N/A.

ORDINANCE AMENDING THE 2015 CITY BUDGET TO TRANSFER FUNDS
WITHIN THE WATER AND SEWER FUND BUDGET LINES

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2015 WATER AND SEWER FUND budgets is herein amended and set forth in Schedule A entitled:

November 2015 Budget Amendment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form October 15, 2015

Ian H. Silverman, Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2015 Water and Sewer Fund Budget appropriations.

Summary of Provisions: This legislation is being initiated by the Administration and will transfer funds from certain accounts to other accounts where the original budget allocations now appear to be insufficient.

Present Law: N/A

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st and the City Council passes the budget in December. The several hundred expense categories contained in the 2015 budget are estimates of those expenses made in 2014 for 2015.

It is now deemed that certain allocations need to be increased to cover unanticipated expenses. Other budget lines will be adjusted to compensate for these increases.

Overall Budget Fiscal Impact: None.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AGREEMENT WITH
ENERGY IMPROVEMENT CORPORATION (“EIC”)**

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the “Energy Improvements”) on properties within its Participating Municipalities, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, the City of Troy has established by local law adopted on October 1, 2015, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the City of Troy to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within the City of Troy, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a municipal agreement with EIC and said municipal agreement will be in substantial compliance with the agreement attached hereto and made a part hereof.

Approved as to form, October 6, 2015

Ian H. Silverman, Esq., Corporation Counsel

**ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT**

This Agreement made as of this ___ day of _____, 20__ (the "Agreement"), by and between the City of Troy, NY (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize New York Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have established by local law, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the Participating Municipality to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within such Participating Municipality, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law 1 on October 1, 2015, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and approve or disapprove such applications in accordance with underwriting procedures and requirements established by EIC.
- b) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financings to be approved pursuant to the requirements of the Program.
- c) Execute finance agreements (the “Finance Agreement”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”). Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC upon execution.
- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificate in accordance with the terms of the Finance Agreement and the Program.
- e) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when Municipal Taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
 - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be

identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);

- iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each non-satisfied Benefited Property (including each newly approved Benefited Property):
 - a. the date of the Financing Agreement,
 - b. the notional amount of the financing,
 - c. the total principal balance and accrued interest outstanding,
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property (including the amount of accrued interest on the initial payment, if different);
 - v. the total annual payment due to EIC from all Benefited Properties in the Participating Municipality (which shall include principal and accrued interest), which shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to the Municipality as part of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
 - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) Create an account (the "EIC Trust Account") held by a trustee that will accept payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the "EIC Administrative Fee Account") to receive the transfer of those funds deposited within the EIC Trust Account that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC's receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Financing Agreement;

2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the due date of the municipal taxes, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Account in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure to deliver payments to EIC would be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to

EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

- a) Failure of a Participating Municipality to deliver payments to EIC within thirty (30) days of when due shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If a Participating Municipality's bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality.

6.

Reserve Funds and Permanent Loss

- (a) EIC shall maintain one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.
- (b) EIC reserves the right to refuse to make a financing to a property located within a Member Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited

Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss") . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion.

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective

duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Thomas Bregman
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10536

Joseph Del Sindaco
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10536

Attention: Tom Bregman
Joseph Del Sindaco

E-mail: tom@energizeny.org
Treasurer@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

City of Troy
Mayor's Office
433 River Street
Troy, NY 12180

With a copy to:
Corporation Counsel
433 River Street
Troy, NY 12180

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 20__

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 20__

Municipality Name: _____

By: _____

PRINT NAME:

**RESOLUTION CONFIRMING SUSAN FARRELL'S APPOINTMENT TO THE TROY
INDUSTRIAL DEVELOPMENT AUTHORITY (TROY IDA)**

WHEREAS, Chapter 43-A of the Consolidated Laws of New York State, "Public Authorities Law", created and established the Troy Industrial Development Authority, hereinafter, "the Troy IDA", and

WHEREAS, the Troy IDA consist of a chairman and eight other members, all of whom are appointed by the Mayor of the City, subject to confirmation by the City Council, for a term of three (3) years, and shall include: two (2) members of the City Council of the City of Troy; one (1) representative of the school board; and one (1) representative from each of the fields of business, industry and labor, and

WHEREAS, a vacancy exists on the Troy IDA as a result of the departure of the Lisa Kyer, whose term expired;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Troy hereby confirms Susan Farrell to the Troy IDA to replace Lisa Kyer for a three year term commencing immediately.

Approved as to form, October 15, 2015

Ian H. Silverman, Esq., Corporation Counsel

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF
TROY**

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term.

Michael Parrow Sr.
301 Spiegletown Rd
Troy, NY 12180

Approved as to form, October 16, 2015

Ian H. Silverman, Esq., Corporation Counsel